



INVITATION TO BID NO. 10-600-021
Wise County, Texas

BID TITLE: HVAC Service/Repair/Installation

SEALED BIDS WILL BE RECEIVED UNTIL: 10:00 a.m. central time, Thursday, October 15, 2009

RETURN BIDS TO:

*Wise County Asset Control Office
400 W Walnut, Decatur, or
P.O. Box 952, Decatur, TX 76234*

All bids must be submitted in a sealed envelope on the enclosed bid form and received on or before the time specified above. The bid envelope must have a return address in the upper left hand corner and the bid name and number in the lower left hand corner.

SCOPE

Wise County is now accepting formal sealed bids for the repair and service of the County's Heating/Air Conditioning Units.

This contract will be effective from October 26, 2009 through September 30, 2010.

The contract will include 5 additional 1-year extensions to be exercised at the discretion of Commissioners' Court each budget year.

This contract may be canceled with 30 days written notification by either party to the other.

SPECIFICATIONS

It is the intent of these specifications to describe repair, service, and installation necessary to maintain the HVAC units at all County facilities.

Any catalog, brand name, or manufacturer's reference used in describing an item is merely descriptive and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish. If bidder takes no exception to specifications or reference data, he will be required to furnish items as specified in the bid.

The service will be for an on call basis for all Wise County Buildings.

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Successful bidder will be on call to Wise County with a 1 day response time to emergency breakdowns to service and/or repair Wise County's HVAC units as necessary. Response time is considered to begin when the County calls the technician and is considered to end when technician arrives at the specified location. At any time the successful bidder is unable to respond to a call for the County within a timely manner, the County reserves the right to call the next lowest bidder to respond to the call. Repeated unavailability of the successful bidder shall result in cancellation of the contract at County's sole option. Successful bidder shall work the hours necessary to complete the task so as not to interfere with the daily business of the county offices. Work shall be done in a timely and orderly manner and all work areas shall be kept free from any safety hazards. Work areas shall be left clean and as close to original condition as possible. All work must be to the satisfaction of the county or the work will not be paid for. The hourly rate shall not commence until the technician has arrived at the specified location.

Any work that is required will be cleared with the following person:

Wise County Judge Bill McElhane, his successor or designee: 940-627-5743

All work must be approved by the above named person prior to commencement of any work.

Any units that need replacing will be replaced with an energy efficient unit with a SEER minimum of no less than 13. Any gas-fired units needing to be replaced will be replaced with electric units at the County's discretion.

The successful bidder will supply all necessary personnel, tools, and equipment to accomplish installation, service, and/or repair of Heating, Ventilating, and Air Conditioning (HVAC) units and systems. All costs associated with the installation, service, and/or repair of HVAC units and systems must be included in the hourly rate with the exception of parts and service charge. The bidder will bid a regular hourly rate (hours from 8:00 a.m. to 5:00 p.m. Monday to Friday) and an after hours/weekend/holiday hourly rate (hours from 5:00 p.m. to 8:00 a.m., weekends, and county designated holidays). The bidder will bid repair parts and materials (including replacement units) as a separate expense priced on a discount percentage off price. A service charge may also be included on the bid. The award of this contract will be based on the lowest hourly rates, parts discount, service charge, ability to meet response time requirements, and any other discounts provided the County in the bid.

All repair parts and materials (including replacement units) will include the standard manufacturer's warranty. All installations of new equipment must include a 1-year warranty on labor.

Please include a statement regarding follow-up visits for the same problem and labor warranty policy, which includes how charges will be applied.

Any permits or engineering that is required will be at the contractor's expense.

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The successful bidder must be fully licensed to perform HVAC work in the State of Texas. A copy of the license must accompany bid.

Any equipment/repairs currently under warranty will be excluded from this bid until the warranty expires.

ESTIMATED QUANTITIES

Because Wise County's needs are seasonal in nature, it is not feasible to offer prospective bidders estimated quantities needed during the year. However, prospective bidders are encouraged to contact the individual department heads of the listed departments to discuss their anticipated needs. Wise County will in no way be bound to purchase any predetermined amounts under this contract. All purchases will be based on the county's actual needs.

INSURANCE

Successful bidder shall provide Wise County with a certificate of insurance evidencing general liability coverage of no less than \$500,000.00.

Inability to provide proof of insurance will result in non-payment and termination of contract.

A copy of the certificate of liability insurance must accompany bid.

CONTRACT

The contract price for this service must include all ancillary costs associated with the service.

The bidder reserves the right to charge any price desired as long as it does not exceed the bid price.

All invoices will be paid on a net 30 basis. No late fees or interest charges are to be assessed against the county.

Invoices must show the address where the service was required and bid number.
Each department/precinct must be invoiced separately.

Invoices must be sent to:

Wise County Auditor's Office
P.O. Box 899
Decatur, TX 76234
940-627-5744

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Funds for payment on this contract have been provided through the Wise County budget approved by Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Wise County fiscal year shall be subject to budget approval. The fiscal year for the County extends from October 1st of each calendar year to September 30th of the next calendar year.

The bidder must provide pricing (unit or lump sum) as requested on the bid form. Prices quoted shall remain firm for the period of the contract and shall include the cost of installation if required in the specifications, shipping, and delivery of item to the designated point unless pickup is required and stated in the bid and shall not include Federal or State of Texas sales, excise and use taxes.

The undersigned affirms they have familiarized themselves with the local conditions under which the work is to be performed and have satisfied themselves of matters that may be incidental to the work before submitting a bid.

Bidders must submit their bids on the attached forms and they must be originally signed.

Bids not submitted on these forms will be summarily disqualified.

Faxed or emailed bids will not be accepted.

By submitting and signing the attached bid forms, each bidder is indicating that he has read and understood the instructions, terms, conditions, specifications, and invitation to bid and agrees to comply with and be bound by its precepts. Submission of a bid form shall constitute an offer on such terms that shall remain open and irrevocable until such time as a bid submitted on same has been accepted by the Commissioners' Court of Wise County, Texas. Acceptance of same by the Court shall create a contract between the parties based upon the instructions, terms, conditions, specifications, invitation to bid, and the bid forms.

Continuing non-performance of the vendor in terms of specifications shall be basis for termination of the contract by Wise County. Wise County shall not pay for work, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. However, this shall in no way be construed as negating the basis for non-performance termination.

A Conflict of Interest Questionnaire and explanation has been included with this bid packet. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, or agent who is subject to the laws filing requirements. If you are required to file a Conflict of Interest Questionnaire, the original signed questionnaire should be filed with the County Clerk's Office. **DO NOT INCLUDE THIS FORM WITH THE BID PACKET. IT WILL NOT BE FILED BY ASSET CONTROL.**

Wise County Clerk
P.O. Box 359
200 N Trinity
Decatur, TX 76234
940-627-3351

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The bid analysis will include compliance to bid specifications, past performance with vendor, warranty, delivery time, and the overall cost to Wise County. Wise County reserves the right to consider deviations from these specifications. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Wise County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Award, if any, will be made to the responsible bidder(s) submitting the lowest and/or best bid price(s) for the item(s) as specified and meeting all the requirements of the invitation to bid. All information required by the bid form must be furnished. To be determined will not be considered an answer. It should be understood by all bidders that Wise County reserves the right to reject bid submissions that do not meet the requirements of the invitation to bid and that do not contain all of the documentation detailed below.

1. Bid form completed in its entirety and originally signed
2. Statement regarding policy on charges related to follow-up calls on the same problem and labor warranty.
3. Copy of license
4. Copy of certificate of liability insurance
5. Affidavit

Wise County reserves the right to accept and/or reject any and all bids or proposals for any reason whatsoever.

Wise County reserves the right to waive any minor technicalities.

ADDITIONAL NOTICE TO BIDDERS

BY RESOLUTION PASSED ON FEBRUARY 23, 2004, THE WISE COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO REFUSE TO CONSIDER ANY BID SUBMITTED BY ANY PERSON OR ENTITY THAT IS CURRENTLY INDEBTED TO WISE COUNTY.

APPLICABLE DATES AND TIMES

The bids will be received in the Wise County Asset Control Office at 400 W Walnut in Decatur, Texas, until 10:00 a.m. central time, Thursday, October 15, 2009.

The Wise County Asset Control Office will date and time receive stamp all bids upon their receipt.

The County assumes no responsibility for the timely delivery of any bid by anyone or any entity.

Those bids that come in after the above mentioned time will be summarily disqualified and will be left unopened unless it is necessary to open the bid envelope to return a bid bond or check.

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No modifications may be made to bids after the time set for the bid opening. Bids may be withdrawn up to, but not after, the time set for bid opening.

The bids will be opened and publicly read in the County Asset Control Office at 10:00 a.m. central time, Thursday, October 15, 2009.

Bids will be considered for award in Wise County Commissioners Court at the next regularly scheduled Commissioners' Court at the location posted on the agenda. All bidders are encouraged to be present at the bid opening and the bid awarding to defend and answer questions about their bid.

If due to inclement weather or any reason beyond our control the Asset Control Office is closed on the scheduled bid opening date or time, the bid opening date and time will be the same time on the first day the office is reopened for business. Should this be after the original Commissioners' Court date set for award, the award will be considered in the next scheduled Commissioners' Court after the opening.

For questions regarding this bid, please contact the Asset Control Office at 940-627-3312.

TITLE

The bid must be submitted in a sealed envelope with the following written on the outside lower left-hand corner of the envelope

“HVAC SERVICE/REPAIR, BID NO. 10-600-021”

The bid envelope must also have the bidder's complete return address in the upper left-hand corner of the outside of the envelope.

WISE COUNTY, TEXAS
HVAC SERVICE/REPAIR
BID NO. 10-600-021

Bidder's Name: MANN REFRIGERATION

Address: 701 CATES ST.

Mailing Address: 701 CATES ST.

City/State/Zip: BRIDGEPORT TX.

Phone Number: (940) 683-6266 Fax Number: (940) 683-3530

Person to Contact: Robert Mann

Regular Hourly Rate: \$ 55.00

Overtime/After Hour/Weekend/Holiday Rate: \$ 75.00

Discount off parts 10 % (if applicable)

Discount off labor rate quoted above 0 % (if applicable)

Service Charge: \$ 0 (if applicable)

Prices must include any and all charges. Any extraneous fees or charges that will or may be invoiced to the County must be disclosed on this form. This includes, but is not limited to freight, fuel or travel surcharges, overtime rate, etc.

Please attach statement regarding charges on follow-up visits for the same problem and labor warranty.

Copy of license and certificate of liability must be attached.

Signature: Robert V. Mann

Typed Name and Title: Robert V. Mann, Owner

Date: 10/6/09



mannrefrig@embarqmail.com

DATE: October 6, 2009
TO: Wise County
FROM: Bryan Martin, Service Manager
RE: Warranties

Mann Refrigeration, Inc. is proud to stand behind our products and services. Equipment and parts are warranted by the manufacturer. We offer a One-year labor warranty on equipment installations, a Ninety-day warranty on workmanship services (Example: ductwork installation), and a Thirty-day labor warranty on part replacements or general maintenance services (Example: A replacement part fails within the 30-day period, no additional labor charges will be charged for the new part replacement).

In the event that a service call is deemed a call-back, we will warrant the follow-up labor charges to fix or correct the service repair. If however, the call-back is due to lack of maintenance or a different part failure, the customer will be billed for the additional labor and parts.

Bid: HVAC Service/Repair, 10-600-021

STATE OF TEXAS (

COUNTY OF WISE (

AFFIDAVIT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Robert Mann known to me to be the person whose name is subscribed to the following, who, after having first duly sworn, upon oath, did depose and say:

That the foregoing bid submitted by Mann Refrigeration, Inc. hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I am the affiant in the above-mentioned bid. I have personal knowledge of the facts contained in the foregoing statement and they are true and correct to the best of my knowledge and belief.

FURTHER AFFIANT SAYETH NAUGHT.

Name and Address of Bidder:

Bidder: Mann Refrigeration, Inc.
Signed by: Robert V Mann
Address: 701 Cates Street Bridgeport, Tx 76426
Telephone: 940 683 6266 **Date:** 10/6/09

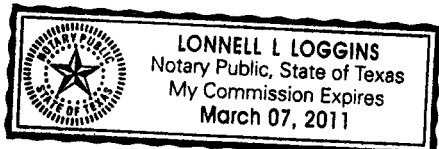
Robert V Mann

Affiant

Name: Robert Mann

Title: Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 6th day of October, 2009.



Lonnell L. Loggins
Notary Public in and for the State of Texas